The complaint

Mr D has complained about the way Ageas Insurance Limited dealt with his request for assistance under his motor breakdown insurance policy.

All reference to the insurer Ageas in my decision includes its agents.

What happened

Mr D's car lost power while driving on a busy motorway. He pulled into a layby and called Ageas for assistance.

Mr D called Ageas again as he said it was taking too long to provide recovery and he and his passengers were unsafe. Ageas advised Mr D to contact the emergency services, which he did. The police advised that Mr D and his car needed to be removed immediately.

The police arranged for this to happen and Ageas dealt with ongoing assistance from then. The police charged Mr D £192 for its recovery. Mr D wants Ageas to reimburse him. But Ageas said it wouldn't as it isn't covered under the policy.

One of our Investigators recommended Ageas reimburse Mr D the police recovery fee with interest. While he could see that Ageas had done what it could to arrange recovery, the estimated wait time was much longer than it advertised, and Mr D had followed the advice given by Ageas to contact the emergency services. The Investigator said Mr D had acted reasonably when in an unsafe situation with his passengers and his vehicle.

Mr D accepted the Investigator's view. Ageas didn't agree. It said the policy terms are clear that it doesn't cover police recovery fees. Instead, it offered a goodwill gesture payment of £50, which Mr D rejected.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

We look at the policy terms set out by an insurer, but we also look at what is fair and reasonable and we take each case on its own merits.

Key sections from Mr D's policy with Ageas says;

> *"In the event of a breakdown within the territorial limits (UK), which occurs more than a quarter of a mile radius/straight line from your home address and during the period of insurance, we will arrange and pay for a recovery operator to attend the breakdown and where appropriate, spend up to 60 minutes to try and repair the vehicle."*

And;

> *"If the Police or Highways Agency are present at the scene, please advise them that you have contacted us and provide them with our telephone number to call us on your behalf."*

Ageas says it excludes cover for;

> *"The charges of any other company (including Police recovery) other than the recovery operator, a car hire agency or accommodation charges which have been authorised by us."*

And;

> *"Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you."*

Mr D contacted Ageas at approximately 9.20am. About twenty minutes later, Ageas gave Mr D an estimated time of arrival (ETA) for recovery of two hours. Unhappy with this, Mr D called Ageas and at around 10.15am, it appointed a second recovery agent which gave an ETA of 90 minutes. So Ageas had instructed two operators, but the second operator's ETA was to arrive around the same time as the first - from the time Mr D broke down.

It isn't unusual for a breakdown recovery provider not to specify how long it will take to provide recovery in the terms and conditions of the policy. Under Ageas' product website, it reads;

> *"We aim to have a Recovery Operator with you in 60 minutes, however, this may vary due to factors outside of our control due to traffic caused by accidents or local events or weather conditions at the time."*

And;

> *"We reach 4 out of 5 customers within an hour."*

I can see that Ageas tried to prioritise Mr D when he called it back, aware of his vulnerable position, his passengers and his vehicle. But I can also see that Mr D acted reasonably. He contacted Ageas promptly. He contacted it again when he was given an ETA of almost two hours from his first contact. He followed the advice of Ageas to contact the emergency services, given the unsafe location and the recovery time. He followed police instruction to have his car removed because it was unsafe to stay there for the period given for the recovery agent to arrive, so Mr D paid the police recovery fee of £192.

So even though Ageas' policy doesn't provide cover for police recovery fees, in this case I think a fair and reasonable outcome is for Ageas to reimburse Mr D for the recovery fee he paid to the police agent to release his car.

My final decision

My final decision is that I uphold this complaint. I require Ageas Insurance Limited to reimburse Mr D in full for the police recovery fee with interest.

Ageas Insurance Limited should pay interest from the date Mr D paid to the date of reimbursement at a rate of 8% simple interest a year.

If Ageas Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr D how much it's taken off. It should also give Mr D a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 10 September 2025.

Geraldine Newbold
Ombudsman